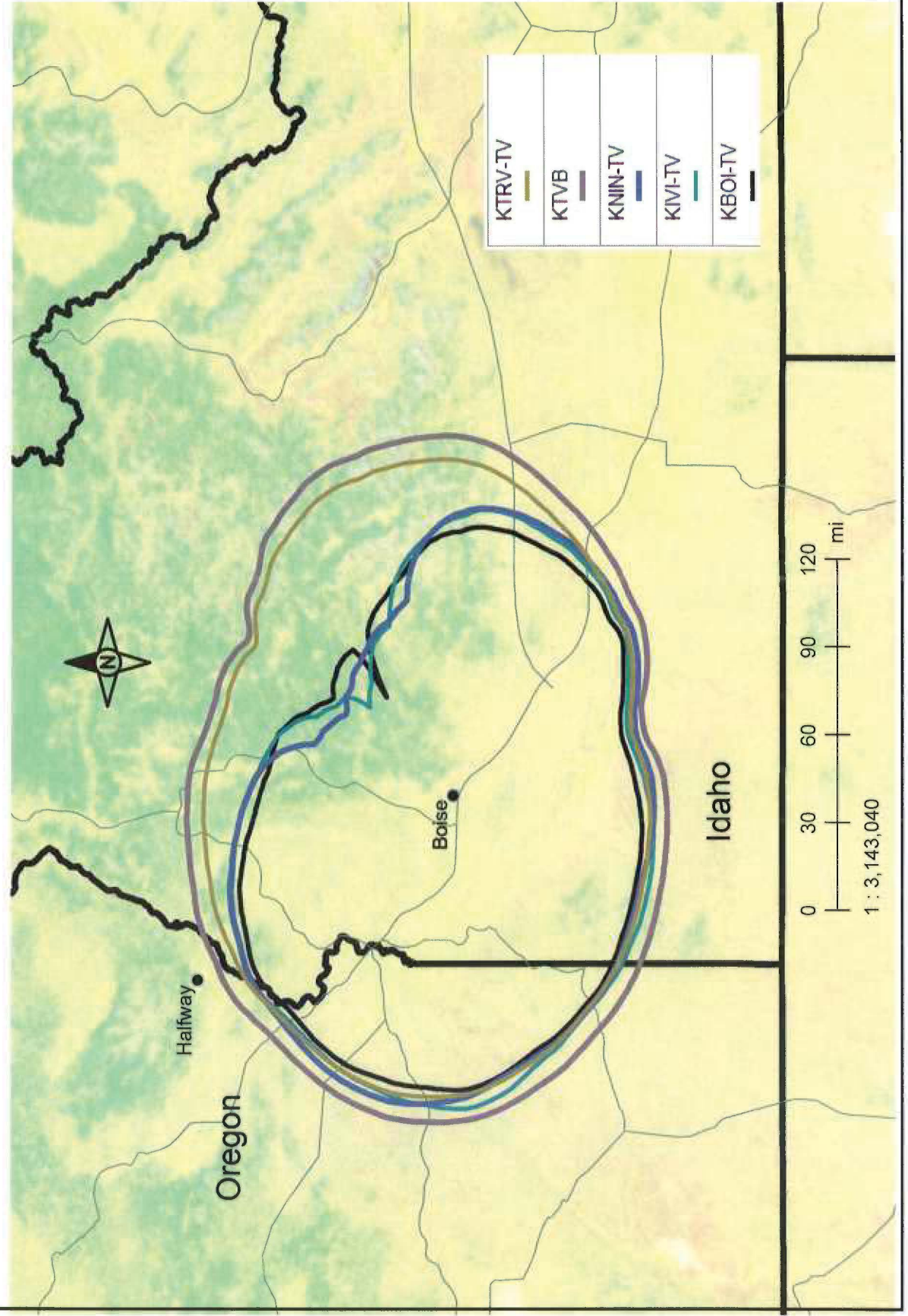


EXHIBIT 1

Exhibit 1



Map Notes

All contours plotted using KML data from the FCC's "TV Query Broadcast Station Search." This data represents the noise-limited DTV contour for each station depicted in the following applications:

Station	File Number
KBOI-TV	BLCDT-20120906AAZ
KIVI-TV	BLCDT-20060724ADJ
KNIN-TV	BLCDT-20111007AEB
KTVB	BLCDT-20100628AVP
KTRV-TV	BLCDT-20050516ATS

EXHIBIT 2

DECLARATION OF PATRICK LATTIN

I, Patrick Lattin, hereby declare under penalty of perjury as follows:

1. I am the General Manager of Pine Telephone, have personally reviewed this Petition for Special Relief, and hereby confirm that the information contained herein is accurate and complete to the best of my information, knowledge and belief.
2. I have held my current position at Pine Telephone for 2.5 years. I have worked and/or resided in or near Halfway, Oregon, off and on, for more than 41 years.
3. Halfway has received commercial television service from the Boise market via television translator stations licensed to Idaho Power Company for more than fifty (50) years. On or about September 15, 2013, Idaho Power Company began decommissioning these television translator stations.
4. Halfway has never received terrestrial commercial broadcast television coverage from any other source. Commercial television translator stations serving Baker City, Oregon are distant and shielded by terrain, and thus cannot provide service to Halfway. Halfway receives terrestrial non-commercial broadcast television coverage from KTVR-TV, La Grande, Oregon, via television translator station K10NF (Halfway, OR).
5. Halfway was previously served by a cable television system that carried the Boise stations, but this system ceased operation in 2006 and no other operator has provided cable television service in Halfway since that time.
6. Pine Telephone formed Pine Telephone T.V. in 2013 for the purpose of constructing a cable television system to serve Halfway, so that Halfway's residents could receive service from commercial television stations located in the Boise market. Pine has obtained a cable television franchise from the City of Halfway and anticipates that its system, when fully deployed, will serve between 100 to 150 households.

7. Pine has found it difficult to obtain retransmission agreements from the Boise stations because of its relatively limited bargaining power and the fact that it is located in the Portland, Oregon television market.

A handwritten signature in black ink, appearing to read 'Patrick Lattin', with a long horizontal flourish extending to the right.

Patrick Lattin

Dated: February 24, 2014.

EXHIBIT 3

City Council – 08-10-2006

Halfway City Council met for its regular monthly session on Thursday, August 10, 2006, at City Hall.

Page Frederickson's Public Works report (available for review at City Hall), contained the following items of general interest:

"Flooding of Pine Creek this last spring is still an issue and several people are working on arranging for something to be done. There is a meeting at the Pine Creek Bridge near the lagoons on Monday, August 21, 2006, at 11:00 a.m."

"End of the month was very, very busy with all the fire camp activities. Everything has been running somewhat smooth in regards to providing sewer service and potable water service to the number of people coming and going at the fairgrounds. The fire camp was set up with a full kitchen service and portable showers. The portable shower was the largest water user with grey water being dumped into the sewer system. The city has been paid up to August 4 for the water usage on the four facilities on the fairgrounds road. (Sewer dumpsite, Pavilion, Grange Hall and the fairgrounds). The grey water from the showers will be paid for through Baker Valley Sanitation out of Baker City."

Among items of correspondence covered by Mayor Gordon Kaesemeyer was a letter from Baker County regarding Burn restrictions. A sign now will be posted at the east end of the Fire Station indicating what current burn restrictions are in place. If the indicator is red, that means that there is to be NO burning whatsoever, not even in burn barrels.

Kaesemeyer shared information in a draft letter by Veryl Waldron to the County Commissioners asking what help might be available to enable the purchase of the Jacob's Dream building. The owner has notified Jacob's Dream that he intends to sell the building but will hold off for 6 months to give the organization time to pursue purchase options. The \$45,000 price is currently beyond their means and they are searching for options to keep the Halfway landmark in operation.

Also in correspondence shared by the mayor was a letter from Charter Communications announcing their intent to vacate their franchise to provide cable TV service to Halfway. They currently serve 39 customers and will terminate their service and remove all cable equipment by October 31, 2006. The city currently receives \$300 per month building rental and approximately \$1,000 per year in franchise fees from Charter. Loss of that income will affect the city's annual budget. Kaesemeyer said that he heard that Cable is selling to Cable One, a company in Arizona that does not, apparently, intend to pursue a franchise for Halfway.

Cable TV Service To Be Terminated in Halfway

Halfway's cable television provider, Charter Communications, has served notice to the city that effective November 30, 2006 it will terminate service to its cable customers within the City of Halfway. At present there are fewer than 40 such customers.

The Halfway City Council has placed this matter on the agenda for its Thursday, November 9, 7:00 p.m. meeting.

Mayor Gordon Kaesemeyer has asked the *Hells Canyon Journal* to share with its readers the communication received from Charter.

Dear Mayor Kaesemeyer:

Pursuant to the Charter Cable Franchise and pursuant to our meeting August 10, 2006, please let this letter serve as Charter's notification to the City of Charter's intention to terminate operations of its cable distribution system within the City effective November 30, 2006.

As you know and we discussed, ever since Charter assumed responsibilities for maintaining and operating the cable system serving the City in 1999, Charter has effectively served its customers in the City and has been in substantial compliance with the terms set forth in the Charter Cable Franchise. Charter has over the years valued its relationship with the City and its customers. However, as you also know, there has recently been a change in economic circumstances that are particular to the City which are greatly affecting our ability to serve our customers in the City (i.e., the increased cost of maintenance of our plant coupled with an increase in competition and decrease in subscribers). After giving great consideration to the overall viability and effectiveness of the system's current operation within the City, Charter has concluded that due to a change in economic conditions, Charter finds that it is no longer commercially practical to maintain cable operations within the City. Thus, Charter will terminate its cable services of the aforementioned Effective Date of Termination.

Please do note that Charter shall provide customers residing within the City with thirty (30) days prior written notice of termination and Charter shall continue to provide the cable services to its existing customers at the current rate until the effective date of termination. Thereafter Charter shall provide services to its existing customers "for free" until Charter has completely removed its cable plant from the City's right-of-way, with said removal to be completed by January 31, 2007 (weather permitting). Charter will also work with the City to effectively remove its cable plant from the City right-of-way and Charter shall continue to adhere to its financial commitments to the City up until the Effective Date of Termination ..."

EXHIBIT 4

Cable T.V.
fee

ORDINANCE NO. 8-8-13

AN ORDINANCE GRANTING TO PINE TELEPHONE SYSTEM, INC., (GRANTEE) A NONEXCLUSIVE FRANCHISE TO OPERATE AND MAINTAIN A SUBSCRIBER DISTRIBUTION SYSTEM FOR TELEVISION, VIDEO, RADIO AND VIDEO ON DEMAND SIGNAL DISTRIBUTION THROUGHOUT THE CITY OF HALFWAY, OREGON.

Recital 1. Grantee has previously been granted a franchise to operate a general communication business and to erect, lay, maintain and operate in the streets and alleys situate in the City of Halfway pursuant to Ordinance No. 4-8-10.

Recital 2. Grantee desires to operate and maintain a television and video subscriber system for distribution throughout the City of Halfway.

Recital 3. The City of Halfway believes that it would be of benefit to the citizens of Halfway, Oregon to grant this franchise.

BE IT ORDAINED BY THE CITY OF HALFWAY, OREGON:

Section 1. The City of Halfway, hereinafter referred to as "City" hereby grants to Pine Telephone System, Inc., and its assigns, hereinafter referred to as "Grantee", for a period of 5 years, beginning on August 15, 2013, subject to and under the terms, conditions and limitations herein prescribed, a nonexclusive right, privilege and franchise to operate and maintain in the City a cable communication system to provide cable television, radio and other video signals to the citizens of the City.

Section 2. Definitions:

"Basic Cable" is the lowest priced tier of service that includes the retransmission of local broadcast television signals.

"Cable Act" collectively means the Cable Communications Act of 1984, as amended by the Cable Television Consumer Protection Act and Competition Act of 1992, as amended by the Telecommunications Act of 1996.

"Cable Service" means the one-way transmission to subscribers of video programming or other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable System", "Cable Communications System" or "System" shall have the meaning set forth in Section 602 (7) of the Cable Act.

"City" means the City of Halfway, Oregon.

"FCC" means the Federal Communication Commission or successor governmental entity thereto.

"Franchise" shall mean the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, ordinance, contract, certificate or otherwise, which authorizes the operation and maintenance of a cable system.

"Franchise Fee" includes any tax, fee, or assessment of any kind imposed by the City or other governmental entity on a cable operator or cable subscriber, or both, solely because of their status as such.

"Grantee" means Pine Telephone System, Inc. or the lawful successor, transferee, or assignee thereof.

"Gross Receipts" means any revenue from cable service received by the Grantee from operations within the City.

"Subscriber" means a person or user of the Cable System who lawfully receives communications or other services therefrom with the Grantee's express permission.

Section 3. Because Grantee has, by the Ordinance referenced above, installed appropriate infrastructure for the cable TV system, no new construction, installation or maintenance of the system is necessary and should not be done without specific permission of the City. In the event anything additional needs to be constructed, it shall be constructed in substantial performance with applicable FCC or other Federal, State and local regulations and the National Electrical Safety Code.

Section 4. Grantee shall not make any excavations for the purpose of placing or maintaining poles for this cable television system. No street construction or excavations shall be made. There is no need for the use of any streets in the City nor will any buildings, machinery or other apparatus be utilized.

Section 5. The Grantee shall indemnify and hold harmless the City from all liability, loss, cost, damages and expenses sustained by the City by reason of any suit, judgment, execution, claim or demand resulting from the construction, operation or maintenance by the Grantee of the Cable Communication System in the City or by reason of the exercise of any rights or privileges herein granted to the Grantee. The Grantee shall maintain in full force and effect, at its own costs and expense, during the term of the Franchise, comprehensive general liability insurance in the accordance with the existing Ordinance.

Section 6. This Franchise may be renewed for an additional 5 year period by the Grantee giving notice in writing to the City at least 3 months before the end of this Franchise Agreement of its desire to renew the same. The City may hold public hearings to determine whether the Grantee has substantially complied with the material terms of the existing Franchise and with applicable law, to determine the quality of the Grantee's service, including signal quality, response to consumer complaints and billing practices, but without regard to the mix, quality or level of cable services, to determine if the Grantee has the financial, legal and technical ability to continue to provide the services, facilities and equipment set forth in this Franchise Agreement and whether the Grantee's proposal is reasonable to meet the future cable related community needs and interests taking into account the costs of meeting such needs and interests.

If, following any hearing set by the City, the City determines that the Grantee has met its obligations, this Franchise Agreement shall be renewed for an additional 5 years. If the City determines that it has not met its obligations, the City may set such new rules or regulations to allow further use of the system within the City.

Section 7. The City, after having first contacted the Grantee and having received no satisfaction, may, acting upon the complaint of any person regarding the quality of service or equipment or malfunctions or any similar matters, make a thorough and complete investigation of the matter, and make a report thereupon to the City Council, and the Council may, either acting on the report of the City Recorder, or upon further investigation and after giving Grantee written notice and an opportunity to be heard or a reasonable time (not less than fifteen days) to cure the problem, resolve the matter in question.

Section 8. The Grantee shall pay to the City, five percent (5%) of each subscriber's monthly bill per subscriber living within the City of Halfway per month, to be paid by the 10th of each month beginning the first month after this Ordinance is passed. Payment shall be made directly to the City at the City Hall in Halfway, Oregon by first class mail or in person.

Section 9. The Grantee shall at all times keep within the City and available to the City for inspection and examination upon City's request at any time, a complete record of the number of users by category of all users of Grantee's services within the City of Halfway and of the charges made for the same by Grantee and of all receipts derived from the operation of said system within the City. The Grantee shall at all times maintain within the City a local business office which shall be open during normal business hours, Monday through Friday, excluding legal holidays. In addition, Grantee shall provide a local toll free telephone service capable of receiving subscriber service complaints, on a seven-day-a-week, 24-hour-a-day basis. Grantee shall further establish a maintenance service capable of promptly locating and correcting system malfunctions. In order to permit a rapid response to any system-wide outage,

Grantee shall have service trucks available for emergency duty to repair system outages during non-business hours.

Grantee shall make every attempt to respond to customer complaints upon receipt, but in no case later than the next working day, and shall make such system repairs and testing which might result in an interruption of service to subscribers at times which will least affect typical subscriber television viewing habits.

Section 10. The rights and privileges herein granted shall not be deemed exclusive, and the right is hereby reserved to the City to grant to any other person, organization or corporation, or by itself to exercise, rights and privileges similar to those herein granted.

Section 11. The Grantee's right, title or interest in the Franchise shall not be sold, transferred, assigned, leased, or otherwise encumbered other than to an entity controlling, controlled by, or under common control with the Grantee, without the proper consent of the City, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness.

Within thirty days of receiving a request for transfer, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial, and technical qualifications of the transferee. If the City has not taken action on the Grantee's request for transfer within 120 days after receiving such request, consent by the City shall be deemed given.

Section 12. All powers exercised by City under this Franchise shall at all times be subject to review by a court of competent jurisdiction.

Section 13. The term of this Franchise shall be 5 years from the effective date hereof; however the City and Grantee shall meet at periods not exceeding 5 years or upon the request of either to discuss changes in cable television laws, regulations, technology, competing services, the needs of the community and other factors impacting cable television. As a result of these discussions, the Franchise may be modified by the City and the Grantee to respond to the changes in laws, regulation, technology, competing services, the needs of the community or other factors impacting cable television.

If any of the following conditions occur, and upon written request of either City Council, City Administrator, Mayor or Grantee, the Grantor and Grantee agree to meet and discuss in good faith the terms of a mutually agreeable license amendment:

- (a) Cable service similar to cable television service offered by Grantee is provided by an entity using the streets and public ways, which is not subject to similar licensing requirements of the City.
- (b) Any other significant event occurs, such as but not limited to, a material amendment of federal law or regulation.

Section 14. Upon the request of a subscriber, Grantee shall provide, by sale or lease, a device by which the subscriber can prohibit viewing of a particular cable service during periods selected by that subscriber. Grantee shall notify all subscribers in writing of the availability of these devices at least annually.

Section 15. Grantee shall make at least one channel available as a public, education, and local government access channel. It shall be made available to any member of the public on a non-discriminatory basis at no charge for channel or equipment use except as provided herein. City shall have first priority on the use of the channel. Grantee shall provide equipment directly or through grants, for local program production by all cable users for presentation by video tape over the cable television system. Such equipment shall be at least a basic video camera and video tape recorder/player. Grantee shall have no control over the content of access programs, with the exception of such programming as is obscene or otherwise unprotected by the Constitution of the United States. Grantee shall, however, establish reasonable rules for the use of such access channel consistent with the requirements of this Franchise, and the intended purpose of such channel. Such rules, which shall be subject to review by the City Council, may include conditions under which the access channel may be used by the Grantee when it is not being used for public purposes. Grantee may use the channel presently used as the public notice channel as a public access channel if it so desires.

Grantee shall provide such assistance in operating said video equipment for use by the public as may be necessary up to a limit of 2 hours per month for each public access user.

No charges shall be made for use of appropriate studios or equipment, including remote equipment, if such usage by a user does not exceed six (6) hours in any one month. In calculating such usage, Grantee shall not include training hours. In no event shall any charge be made for air time on the public access channel.

The Grantee may charge the user for public access due to an equipment usage that exceeds six (6) hours in one month, however any such charge by Grantee shall not exceed Grantee's cost. Said equipment charge shall only be for equipment other than that required to play any public-provided videotape on the public access channel.

The Grantee may, with the approval of the City, adopt new rules or amend existing rules pertaining to the use of the public access channel, provide, however, that all existing new or amended public access rules of Grantee shall be reasonable and consistent with the privileges of this Franchise. The Grantee shall give notice at least thirty (30) days prior to adoption of any new rules or amendments to existing access rules. Such notice shall be accomplished by written notice to the City and to each applicant of public access use in the prior six months of Grantee's intent to adopt new amendments to existing rules.

Such notice to public access users shall identify the location where copies of the proposed changes may be obtained. All such proposed changes shall be provided to the City with its notice, and shall be simultaneously posted in the Grantee's office maintained within the City.

Section 16. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity or constitutionality of the remaining portions hereof.

READ for the first time in full this 8th of July, 2013.

READ for the second time by title only this 8 day of August, 2013, upon the unanimous vote of the members of the Council present, after the text of the ordinance was offered to all the members of the Council for the use during the meeting of the press and public attending.

READ for the third time by title only this _____ day of _____, 2013, upon the unanimous vote of the members of the Council present, after the text of the ordinance was offered to all the members of the Council for the use during the meeting of the press and public attending.

PASSED BY THE City Council of the City of Halfway, Oregon and APPROVED by the Mayor of the City of Halfway, Oregon, this 8 day of August, 2013.

APPROVED: Shirley Farwell
Mayor

ATTEST: [Signature]
City Recorder

EXHIBIT 5

NEWSPAPER ARCHIVE OF
Heils Canyon Journal
 Halfway, Oregon More Newspaper Titles

Property Owner Records
 How to Search for a Property Owner
 To Enter a Property Address or Parcel Number to Find the Property Owner

November 19, 1997
 PAGE 3 OF 18 PREVIOUS PAGE

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Page 3 Heils Canyon Journal November 19, 1997

Funds Short for Halfway's Main Street Repaving Job

By Steve Bussanquin
 of the Heils Canyon Journal

Oregon Department of Transportation officials said the city of Halfway is short of funds to complete the repaving of Main Street, which is scheduled to begin in the spring of 1998.

The city's budget for the project is \$1.2 million, but the state has only allocated \$800,000 for the project. The city is currently looking for other sources of funding to complete the project.

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Business Persons Asked for Main Street Project Input

The City of Halfway will host a meeting for local business people, particularly those whose businesses will be affected by the Main Street repaving project next year, December 4, 9 a.m. at City Hall in Halfway. Department of Transportation officials will attend the meeting to hear concerns of the local business community, in regard to traffic routing during the Main Street repaving project.

Recycling Day in Pine Valley

Saturday, November 22
 9 a.m. - 1 p.m.

Old Fair Dance Hall
 East Record St., Halfway

Please bring clean:
 • Corrugated cardboard
 • Plastic milk jugs
 • Junkmail / magazines
 • Aluminum
 • Newsprint
 • Office Paper
 • Glass
 • Tin cans



This space furnished by the Heils Canyon Journal

Deputy's Report

Ly Baker, County Sheriff's Deputy, 41, 1177 G. Street, S. E., was arrested for Assault 1 and 1st Degree Burglary on November 18, 1997. Baker is being held in the County Jail.

Baker was arrested by Sheriff's Deputy, 24, on November 18, 1997. Baker was arrested for Assault 1 and 1st Degree Burglary. Baker is being held in the County Jail.

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